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tor of acceptance. *Pearsell Mfg. Co. v. Jeffreys* (Ct. App. Kansas City, Mo.), 67 S. W. 706. Citing *Machine Co. v. Richards*, 115 U. S. 524.

In the latter case, Mr. Justice Gray thus sums up the law: "A contract of guaranty, like any other contract, can only be made by the mutual assent of the parties. If the guaranty is signed by the guarantor at the request of the other party, or if the latter's agreement to accept is contemporaneous with the guaranty, or if the receipt from him of a valuable consideration, however small, is acknowledged in the guaranty, the mutual assent is proved, and the delivery of the guaranty to him or for his use completes the contract. But if the guaranty is signed by the guarantor *without any previous request* of the other party, *and in his absence, for no consideration* moving between them, except future advances to be made to the principal debtor, the guaranty is in legal effect an offer or proposal on the part of the guarantor, needing an acceptance by the other party to complete the contract." Cf. *Davis v. Wells*, 104 U. S. 159. In *Nelson Mfg. Co. v. Shreve* (Ct. App. Mo.), the converse of the ruling in *Pearsell Mfg. Co. v. Jeffreys*, *supra*, is affirmed, namely, that when a request has been made, no notice of acceptance is necessary.

TRADE-MARKS—FRAUD.—A court of equity will not lend its aid to a scheme to defraud the public, and will not interpose to protect a claim to a trade mark or label where either contains a misrepresentation. Where a label on a patent medicine contains an assurance that the medicine would cure the worst cases of smallpox, and it is proved that there is no medicine that will cure smallpox, *Held*, That a decree restraining the defendant from using the label or trade-mark was erroneous. *Houchens v. Houchens* (Md.), 51 Atl. 822. Citing *Siebert v. Abbott*, 61 Md. 276, 48 Am. Rep. 101; *Kenny v. Gillett*, 70 Md. 574.

So, where complainant used, not on its manufactured article, but on its advertising matter, the word "patented," after its patent had expired, it was guilty of such a fraud as to close the doors of a court of equity against it—and this, although it was otherwise clearly entitled to an order restraining an infringement. *Preservatine Manufacturing Co. v. Heller Chemical Co.* (U. S. C. C., N. D. Ill.), 34 Chicago Legal News, 329. Citing *Cheavin v. Walker*, 5 Ch. Div. 850; *Leather Cloth Co. v. American Leather Cloth Co.*, 11 H. L. Cases, 541.

CLERKS OF COURTS—MONEY LOST THROUGH FAILURE OF BANK—LIABILITY OF SECURITIES.—Where a sum of money was paid to a clerk of a court in condemnation proceedings and he accepted it in his official capacity and deposited it in his name as clerk, without obtaining order of court designating the bank as a depository, and the bank subsequently became insolvent, *held*, that he and the sureties on his official bond are liable for the loss. In respect to his liability, there is no distinction between public and private funds. *N. P. Ry. Co. v. Owens* (Minn), 90 N. W. 371.

The opinion of the court recognizes that at common law the liabilities of public officers for funds deposited with them was substantially that of a bailee for hire—that they were not liable for the loss, if it occurred without their fault. It cites, however, sundry Minnesota cases to show that such is not the law of that State, all being predicated on *U. S. v. Prescott*, 3 How. 578, where it was held that a receiver of public moneys and his sureties are not discharged